

EXHIBIT A

Glen McConnell
(Name) Glen McConnell

5/6/96
(Date)

157 Concord Rd.
(Street Address)

Cabot - Billerica Tech Ctr.
(Hiring Location)

Billerica MA
(City) (State)

337-72-8676
(Social Security No.)

Dear

Cabot Corporation, together with its subsidiaries and affiliates and any subsidiaries or affiliates which may be formed by any of them in the future (hereinafter collectively referred to as "Cabot"), is and expects in the future to be actively engaged in research and development, design, construction work and commercial operations using or relating to methods, processes, apparatus, and inventions. Cabot maintains as confidential and as trade secrets certain information, including computer programs, concerning both its research and development work and its commercial operations generally. During the period of your employment with Cabot you may have access to and acquire knowledge of such confidential information and trade secrets concerning the activities of Cabot. When executed and returned as provided below, this letter will constitute an agreement with respect to such matters and will supersede and replace any other prior agreement with Cabot relating to such matters.

In consideration of your employment by Cabot, you agree:

1. To maintain in confidence at all times during and after your employment any knowledge which you acquire in the course of your employment with Cabot or which you may acquire after such employment as to the confidential information, technical know-how, and trade secrets of Cabot, and also as to confidential records, drawings, data, methods, programs, processes,

Form 101R: 3872g-1

Cabot Corporation
950 Winter Street
P.O. Box 9073
Waltham, Massachusetts 02254-9073
(617) 890-0200

apparatus, and inventions of Cabot. You further agree that you will not use any of said knowledge, information, know-how, and trade secrets independently of your work for Cabot and will not divulge the same to others. You further agree to surrender all papers, notes, drawings, transparencies, records, tapes, discs, models, and materials, and copies thereof, of every kind in your possession or control pertaining to said knowledge, information, know-how, or trade secrets upon termination of your employment with Cabot.

2. To assist Cabot in all possible ways in the discovery, perfection, and development of any methods, programs, processes, apparatus, and inventions (whether patentable or not) relating to the activities of Cabot or relating to any subject matter with which your work for Cabot is or may be concerned, all for the benefit of Cabot and as its exclusive property, compensation for all of which is hereby acknowledged to be included in the remuneration paid you by Cabot.

3. To disclose promptly all conceptions, improvements, and inventions made by you or disclosed to you by another Cabot employee during the period of your employment with Cabot to your immediate superior or to an executive officer of Cabot. You further agree that any conception, improvement, or invention relating to the actual or contemplated activities of Cabot or relating to any subject matter with which your work for Cabot was concerned, which, within twelve months after termination of your employment, you have disclosed to anyone or on which you have filed application for letters patent, shall be presumed to have been made by you either solely or jointly with others during your period of employment with Cabot.

4. To assign to Cabot, its successors, assigns, and/or designees, all of your rights to any and all improvements and inventions (whether patentable or not) which, during the period of your employment with Cabot or thereafter under the presumption of preceding paragraph 3, you make or conceive, either solely or jointly with others, relating to the actual or contemplated activities of Cabot, including all rights of priority under the International Convention for the Protection of Industrial Property and related conventions. You further agree, without charge to Cabot but at its expense, to execute, acknowledge, and deliver all such further documents, including applications for patents and assignments, as may be necessary or desirable to obtain patents in any and all countries and to vest full and complete title thereto in Cabot, its successors, assigns, and/or designees and to assist them at their expense in the enforcement of such patents.

CABOT

5. That, should you elect to terminate your employment with Cabot, you will use your best efforts to give Cabot at least 30 days' advance written notice of such termination and will identify your subsequent employer, if any, and the nature of the work in which you expect to be engaged therewith, in such notice. In any event, whether termination of your employment is voluntary or involuntary, you hereby give permission to Cabot to communicate with your new employer for the purpose of advising your new employer of those secrecy obligations which you continue to have to Cabot.

6. That you will not, for a period of one year from the date of termination of your employment with Cabot, become associated with or employed by any individual, firm, or corporation in any capacity involving research in, production of, design or engineering of or sales of any product or element thereof, or any processes or facilities for the production of any product or element thereof, (i) which is or may become competitive with any product which is the subject of Cabot's research, design, development, manufacture, or sale prior to the time of your termination, and (ii) with respect to which product or element thereof, or processes or facilities for the production thereof, you possess or have had access to confidential information, technical know-how, or trade secrets of Cabot. You further agree that if Cabot so requests, you will not become associated with or employed in any capacity by any individual, firm, or corporation engaged or planning to engage in activities competitive with those activities of Cabot with respect to which you possess or have had access to confidential information, technical know-how or trade secrets of Cabot for such period, not in excess of one year, as Cabot shall specify, provided that, during that period Cabot shall continue to pay you compensation at the rate of one-half of the base salary or wage being paid to you at the time of your termination.

7. That you will honor any presently effective secrecy agreement with former employers (copies of which agreement, if available, you have attached hereto). Cabot assures you that you are not and will never be required as a condition of employment to disclose any confidential information, technical know-how, or trade secrets of a proprietary nature of any former employer and you agree not to disclose any such information, know-how, or trade secrets to Cabot.

8. That determination that any provision of this agreement is invalid or unenforceable shall in no manner affect the validity or enforceability of any other provision of this agreement.

CABOT

This letter will constitute an agreement between us upon your signing three copies of it in the space provided below and returning two copies to Cabot. The third copy is for your files.

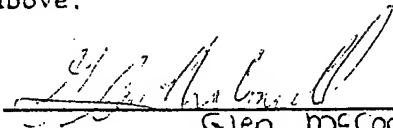
Very truly yours;

CABOT CORPORATION



Samuel W. Bodman
Chairman of the Board

I hereby agree to the terms
set forth above:

Signature: 

Glen McConnell

Date: 5/6/96